

**FIRST AMENDMENT TO THE
HOMELESS ASSISTANCE AGREEMENT
PERTAINING TO THE REUSE OF
MARINE CORPS AIR STATION (MCAS) TUSTIN**

THIS FIRST AMENDMENT TO THE HOMELESS ASSISTANCE AGREEMENT ("the Amendment") is made and entered into by and between the City of Tustin, a general law city and municipal corporation acting as the Local Redevelopment Authority ("LRA") responsible for matters pertaining to the reuse of closing Marine Corps Air Station Tustin ("MCAS Tustin"), and the Orange County Rescue Mission, The Salvation Army, Human Options, Irvine Temporary Housing and Orange Coast Interfaith Shelter, (hereinafter individually "Provider", or collectively the "Providers") with reference to the following facts:

Recitals

- A. In October 1996, the Parties entered into the Homeless Assistance Agreement ("Agreement") to implement homeless programs to fulfill the requirements of the Base Closure Community Redevelopment and Homeless Assistance Act of 1994 ("Redevelopment Act"), and implement programs that address the needs of the homeless at MCAS Tustin in a manner which is balanced with the needs of the community for economic development; and
- B. The Agreement was made part of the Homeless Assistance Submission which is required to be prepared to identify and discuss how homeless needs in the vicinity of the military installation could be accommodated within the proposed Reuse Plan for MCAS Tustin; and
- C. The LRA submitted the Reuse Plan and Homeless Assistance Submission to the federal department of Housing and Urban Development ("HUD"), which has completed its review and determined that certain changes in the Agreement must be made prior to providing a recommendation of approval of the Reuse Plan and Homeless Assistance Submission to the Department of Defense ("DoD").

NOW, THEREFORE, the Parties do hereby agree as follows:

Section 1. Amendment. The Agreement is hereby amended as follows.

1. Recital "H" of the Agreement is hereby revised to read as follows:

- H. The Parties are entering into this Agreement pursuant to the Redevelopment Act to implement those portions of the Reuse Plan which relate to homeless transitional housing and services.

The parties intend to preserve flexibility regarding the ultimate methods by which the LRA facilitates housing development and provision of services for the homeless at MCAS-Tustin depending upon the Reuse Plan for the Base approved by DoD. Thus, this Agreement may be implemented by entering into leases with the Providers. The

Parties acknowledge any public benefit conveyance to the LRA to accommodate the homeless is subject to: 1) the LRA obtaining specific parcels at MCAS-Tustin from the federal government through a Homeless Assistance Conveyance or other conveyance method; 2) a determination by the LRA, in its reasonable discretion, based upon seismic, engineering, structural, environmental, or other information related to MCAS-Tustin as a whole or in part, or as to any particular structure, that the uses contemplated by this Agreement will not be hazardous to life, safety, fire safety, health or sanitation; and 3) that contemplated uses will not violate any federal law, state law, local law, or final binding court order. If any one or more of these conditions precedent do not occur, to the extent specifically applicable to an obligation hereinunder, the LRA will be obligated to provide substantially equivalent premises at the LRA's expense as defined in Section 92.5 of 32 CFR Part 92.

2. Section 1, Paragraph 1.2 is hereby revised to read as follows:

1.2. Leases. Upon obtaining the property designated for the transitional housing, the LRA shall immediately initiate discussions with the Providers and shall use its best efforts to enter into a lease within six (6) months of transfer to the LRA. The LRA will enter into a minimum 20-year lease with each Provider at no rental charge with two, optional five-year lease extensions. The consideration for continued possession, operation, and occupancy of the Premises will be the Provider's: a) continuing use in accordance with the provisions of the Redevelopment Act; b) operation of its respective Premises at no cost to the LRA; c) responsibility for all operating expenses of the Premises, including but not limited to utility costs to all buildings, housing units, and all other costs related to the development and operation of the Premises, including without limitation, capital improvements, maintenance, insurance, taxes, assessments, code compliance, provisions of any necessary security; and, d) compliance with all the terms and conditions of this Agreement and the lease. If any conflict occurs between the provisions of this Agreement and the provisions of the lease, the provisions of the lease shall control.

Section 2. Except as provided herein, the Agreement shall remain in full force and effect. The effective date of this Amendment shall be the date when it shall have been signed by the LRA.

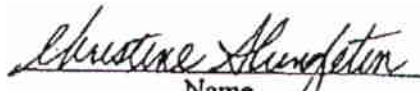
IN WITNESS WHEREOF the parties have executed this Amendment as of the date and year first noted below:

ATTEST:



Valerie Crabill Date
Chief Deputy City Clerk

CITY OF TUSTIN, LOCAL
REDEVELOPMENT AUTHORITY
FOR MCAS-TUSTIN



Name

2-5-97
Date

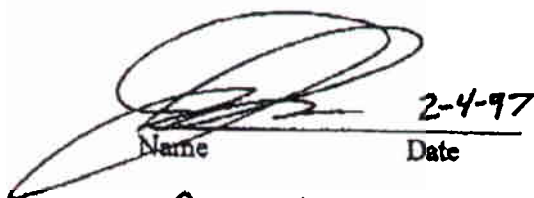
APPROVED AS TO FORM:



Lois E. Jeffrey Date
City Attorney

PROVIDERS

ORANGE COUNTY RESCUE MISSION
(HOMELESS SERVICES PROVIDER)



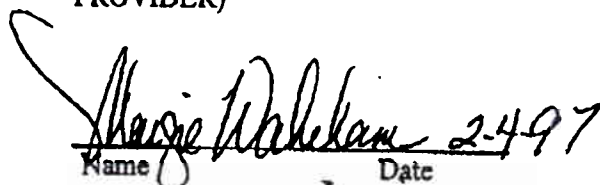
Name

2-4-97
Date



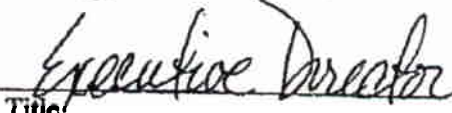
Title

IRVINE TEMPORARY HOUSING
(HOMELESS SERVICES
PROVIDER)



Name

2-4-97
Date



Title

SALVATION ARMY
(HOMELESS SERVICES PROVIDER)



Name

Date



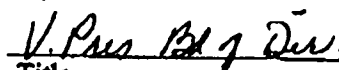
Title

ORANGE COAST INTERFAITH
SHELTER (HOMELESS SERVICES
PROVIDER)



Name

2/4/97
Date



Title

HUMAN OPTIONS
(HOMELESS SERVICES PROVIDER)

Vivian Lerat 2-4-97
Name Date

Executive Director
Title

DO:kdmca\agreements\humissamd.lst

**HOMELESS ASSISTANCE AGREEMENT
FOR THE MARINE CORPS AIR STATION - TUSTIN**

THIS HOMELESS ASSISTANCE AGREEMENT ("Agreement"), is made and entered into by and between the CITY OF TUSTIN, a general law city and municipal corporation acting as the Local Redevelopment Authority ("LRA") for the Marine Corps Air Station MCAS-Tustin, and the ORANGE COUNTY RESCUE MISSION, THE SALVATION ARMY, HUMAN OPTIONS, IRVINE TEMPORARY HOUSING and ORANGE COAST INTERFAITH SHELTER, (hereinafter individually "Provider", or collectively the "Providers").

RECITALS

- A. MCAS-Tustin is a military installation consisting of approximately one thousand five hundred ninety-four (1594) acres. MCAS-Tustin is currently owned by the United States of America (the "Federal Government").
- B. The Federal Government has determined to close MCAS-Tustin, declare it as surplus property and is making portions of MCAS-Tustin available for civilian reuse pursuant to the reuse process prescribed by the Federal Government (the "Reuse Process").
- C. Under the Reuse Process, the LRA has prepared a Reuse Plan to guide reuse and disposal of MCAS-Tustin property (the "Reuse Plan"). As part of the Reuse Process, the LRA has worked with homeless service providers and reviewed existing available data to determine the needs for services for the homeless population in the community. The Base Closure Community Redevelopment and Homeless Assistance Act of 1994 (the "Redevelopment Act"), requires the LRA to solicit Notices of Interest ("NOI") applications for conveyance of property, including those serving the needs of the homeless. The LRA has reviewed the NOI applications in order to determine the appropriate recommendation. The Reuse Plan identifies homeless needs and recommends those NOI applicants to be approved, and balances needs of the homeless with the need of the local community for economic redevelopment.
- D. The Redevelopment Act requires that the LRA submit to the United States Department of Housing and Urban Development ("HUD") a copy of the legally binding agreement that the LRA proposes to enter into with representatives of the homeless selected by the LRA to implement homeless programs that fill gaps in the existing continuum of care. This agreement is intended to legally bind the Parties and to fulfill this Redevelopment Act requirement.
- E. The LRA will submit the approved Reuse Plan to the Federal Government acting through "HUD" and the Department of Defense ("DoD"). If HUD determines that the Reuse Plan adequately provides for the facilities to address the needs of the homeless in the community comprising MCAS-Tustin and balances the needs of the homeless with the needs of the community for economic redevelopment, then HUD will

recommend approval of the Reuse Plan and notify the DoD and the LRA of its acceptance. Subsequently, upon DoD approval of the Reuse Plan, it is intended that the LRA will be the conduit for the disposal process for all properties to accommodate the needs of the homeless at MCAS-Tustin. The LRA will in turn lease or convey those properties which are the subject of this Agreement to the Providers in accordance with the terms and conditions in this Agreement.

- F. The LRA intends to use the Reuse Plan as the "Preferred Alternative" for land use alternatives considered in its Environmental Impact Statement/Environmental Impact Report (EIS/EIR) for disposal and reuse of MCAS-Tustin.
- G. The City of Tustin and Irvine intend to use the Reuse Plan as the basis for amendments to each City's General Plan and approval of a Specific Plan to permit and regulate the land uses set forth in the Reuse Plan and for other applicable amendments to each City's land use laws and regulations. Amendments to each City's General Plan will be in substantial compliance with and no more restrictive, than this Agreement as it relates to the Providers.
- H. The Parties are entering into this Agreement pursuant to the Redevelopment Act to implement those portions of the Reuse Plan which relate to homeless transitional housing and services.

The parties intend the LRA facilitates the reuse of MCAS-Tustin in accordance with this Agreement and the Parties acknowledge that the reuse of the homeless is subject to federal government approval at no cost to the LRA based upon seismicity to MCAS-Tustin contemplated by the agreement or sanitation; and no local law, or final order do not occur, to the LRA will be obligated to the LRA as defined in Section

REVISED SEE
AMENDMENT - 2

methods by which the LRA for the homeless at MCAS-Tustin by DoD. Thus, the Providers. The LRA to accommodate the needs of MCAS-Tustin from the LRA or other conveyance in the reasonable discretion, the information related to the structure, that the uses of the property, fire safety, health and safety, federal law, state law, and conditions precedent to the LRA's expense as

NOW, THEREFORE, the Parties do hereby agree as follows:

Section 1. Obligations of each of the Parties

1.1 Premises. Each Provider shall be provided with certain land or facilities (a "Premises") at MCAS-Tustin to facilitate the provision of services for the homeless as generally described for each Provider in Exhibit A. A complete description, including actual

metes and bounds of each Premises shall be determined by the LRA, at each Provider's sole cost prior to conveyance to the LRA by DoD of each of the Premises.

1.2. Leases. The LRA will enter into a minimum 20-year lease with each Provider at no rental charge with two, optional five-year lease extensions. The consideration for continued possession, operation and occupancy of the Premises will be the Provider's: a) continuing use in accordance with the Premises at no cost including but not limited to the development of improvements, maintenance, necessary security; and the lease. If any cost of the lease, the provider

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AMENDMENT - 1

operation of its respective expenses of the Premises, utilities, and all other costs without limitation, capital expense, provisions of any terms of this Agreement and the provisions

1.3. Uses. The Provider will use the same Premises for the same purpose and assistance for the homeless substantially as identified in that Provider's approved application, as it may be subsequently amended and approved by the LRA. Each Provider shall comply with all applicable statutes, ordinances, rules, orders, regulations, and requirements of the federal government, state government, and LRA, and any and all departments and bureaus applicable to each Premises and upon the correction, prevention, and abatement of nuisances, in, upon, or connected with each Premises during the term of the lease; and shall also comply with and apply for all applicable building, electrical, plumbing, fire, and other codes at each Provider's own cost and expense.

1.4. Relocation Option. The LRA shall retain the option to terminate a Provider Lease and relocate a Provider to another location so long as the replacement premises is substantially equivalent or comparable; as defined by regulations contained in Section 92.5 of 32 CFR Part 92 or, in the alternative, pay the Provider a cash payment sufficient to allow the Provider to purchase an alternative replacement Premises somewhere other than at MCAS-Tustin which is comparable and at least substantially equivalent as the Premises at MCAS-Tustin. Comparability shall be negotiated in good faith and determined by mutual agreement consistent with Section 92.5 of 32 CFR Part 92. If mutual agreement cannot be reached, a mediator agreed to by both parties shall be enlisted. If the parties are unable to agree upon a mediator, the American Arbitration Association (AAA) shall be requested to provide the names of five (5) mediators, and the parties shall select one (1) of the five (5) to mediate the dispute.

1.5. Deed Option. The LRA shall retain the option in the Lease, at its discretion, and at any time during the lease term, to deed the Premises in fee simple to a Provider, with a reverter clause. Such transfer shall be subject to compliance with the Redevelopment Act and any obligation or restriction placed on the LRA by HUD in their conveyance of the Premises to the LRA.

1.6 Termination/Deed Reversion

A. If a Provider ceases to operate its Premises in accordance with the terms of this Agreement and its lease for a period of 90 days or longer, or disbands prior to transfer or conveyance by HUD to the LRA of the Premises, or prior to or after Lease execution, or is unable to fund its services, the LRA may elect, by written notice to the Provider, to terminate that Provider from this Agreement and that Provider's lease, subject to default provisions in Section 4.1 of this Agreement and any default and cure provisions in the Provider's lease.

B. A Provider shall also have the right in any lease to terminate its obligations to the LRA under this Agreement, and the lease with 30 days notice.

C. If a Provider violates any reversion clause in a deed from the LRA to the Provider, Premises shall revert to the possession of the LRA provided any default notice and cure period has been exhausted.

D. The LRA shall to the extent practical take appropriate action to select another Provider to ensure the continued use of the Premises for the purposes and uses identified hereunder based on events described in Subsection A, B, or C, until such time as the need for such purposes and uses in the vicinity of the MCAS-Tustin no longer exist, funding is no longer available, and/or a qualified service provider cannot be located. The LRA shall take the appropriate steps required by the Redevelopment Act to replace a Provider. The LRA shall provide notice to HUD and the other Providers of any Provider disbandment, lease termination, or any Premises' reversion to the LRA.

1.7 Unsuitability Determination If HUD or the LRA determines that a Premises intended to be used under this Agreement is unsuitable, the parties agree to meet and to renegotiate in good faith such alternative arrangements, either on or off the MCAS-Tustin which provide a substantially equivalent or similar level of housing and services based upon the needs of the community and which are compatible with the use intended by a Provider and supported by the approved Reuse Plan. Such negotiations shall strive, to the extent feasible to enable the same balance of the needs of the homeless persons in the community with the community's needs for economic redevelopment as originally intended by the Reuse Plan. The LRA shall provide sufficient funding when relocating the Provider to provide for substantially equivalent premises.

Section 2. LRA's Obligations

2.1. The LRA shall provide the form of leases to be used in carrying out the provisions of this Agreement. The lease form shall be subject to each Provider's prior written approval, which approval shall not be unreasonably withheld. Furthermore, all leases shall include provisions for termination if a Provider fails to use, operate, or maintain the property to benefit the homeless in accordance with the Redevelopment Act and this Agreement. The LRA shall provide HUD with notices of default or termination of any leases which are entered into pursuant to this Agreement. Nothing in this Agreement shall obligate any Provider to enter

into any lease or leases, or create any liability with respect to any units unless and until a lease is approved and entered into by such Provider.

2.2 If after entering into a lease with a Provider, the LRA determines to deed a Premises to a Provider, the LRA shall provide the form of deed to be used. The LRA shall provide HUD with notice of any Premises reversion from a Provider back to the LRA.

Section 3. Each Provider's Agreement and Obligations

3.1. As is. Each Premises will be leased, or conveyed by deed, pursuant to this Agreement, to a Provider in an "as is" condition, without any representation or warranty of any kind from the LRA in regard to conditions then existing on the Premises, including any hazardous substances or hazardous waste that may be located on, under, or around the Premises, whether known or unknown. Prior to entering into each lease, the LRA shall timely disclose to each Provider all material written environmental information related to the condition the Premises known to the LRA and in its possession, including but not limited to the Joint Environmental Impact Statement and Environmental Impact Report for the Reuse Plan, once completed and all supporting documents, and the Base Cleanup Plan (BCP).

3.2. Providers Inspection. Before taking possession of its Premises, a Provider will conduct a thorough and diligent inspection and investigation of the Premises. As part of its investigation, it shall review and acknowledge receipt of any report on any seismic, environmental, or hazardous conditions at MCAS-Tustin which the LRA provides.

3.3 No Transfers. No Provider shall sell, lease, sub-lease or otherwise encumber its Premises without prior written consent of the LRA, which consent shall not be unreasonably withheld.

3.4. Responsibility for Occupants. Each Provider shall use reasonable efforts to screen all potential occupants of its Premises and shall endeavor to ensure the absence of violent individuals on the Premises, to the extent such screening is legally and economically feasible. There shall also be no tolerance of drugs or alcohol. Each Provider's staff will be responsible for endeavoring to ensure that potential residents of its Premises are not dropped off at the Premises without adequate screening.

3.5. Annual Performance Reports. Each Provider shall make an annual performance report to the LRA, due not later than thirty (30) days after the 31st of December of each calendar year after its lease has been executed. Such reports shall compare the performance of the Provider against those goals stated in lease. In the event a Premises has been conveyed by deed, the report shall measure performance of the Provider against its goals stated in the Provider's approved application.

3.6. Public Services Reimbursement Charge. Each Provider acknowledges that certain possessory interest taxes, ad valorem taxes and assessments related to real property that are necessary to pay the City for the cost of providing public services to the Provider's Premises may be lost to the LRA because of a Provider's tax exempt status. A Provider that maintains a tax-exempt status shall be required to pay a public services reimbursement charge in lieu of

paying possessory interest taxes and other real property based assessments or charges. Such charge shall be equal to the proportionate costs of providing municipal services and infrastructure improvements to the respective Premises and the direct benefit of such services or improvements to each respective Provider, including but not limited to costs for police and fire protection, public works improvements and utilities and other community services. The methodology and maximum amounts for the reimbursement charge shall be defined specifically in the Lease to each Provider. The LRA will endeavor to include a reimbursement charge in the Lease which is as low as possible considering that each Provider is delivering a necessary and valuable community service. Such public services reimbursement charge shall not exceed the amounts which would have been paid as possessory interest or property tax and assessments by a non tax-exempt entity.

3.7. Federal Agency and Local Requirements a. Each Provider shall comply with any and all requirements of a public benefit conveyance applied to the LRA by the sponsoring federal agencies, the DoD or HUD, as such requirements would apply to its lease or subsequent deed conveyance.

b. **Tax Status.** Each Provider shall remain tax-exempt under section 501(c)(3), 501(a)(9), or other similar provision of the IRS Code of 1986 throughout the term of any Lease.

c. **Compliance with Laws Generally** Each Provider shall comply with all federal, state and local laws, ordinances and statutes at all times, as applicable.

3.8 Communication to Agencies. If any Provider makes any written comments, or engages in any written communications, with any local, state, or federal agency regarding the approval or implementation of any future development proposals, applications, approvals or permits (including any related environmental documentation) relating to MCAS-Tustin, or any proposed, approved, or existing uses in MCAS-Tustin, regardless of whether any such projects or uses are consistent or inconsistent with the Reuse Plan approved by the LRA, that Provider shall immediately provide complete copies of such written comments or communications to the LRA.

Section 4. Miscellaneous

4.1 Default. Any violation of any term or conditions of this Agreement constitutes the basis for a) a default and breach of this Agreement, if that violation is not remedied within 30 days after written notice from the LRA; or (b) if violation cannot be remedied within 30 days, if the Provider fails to complete such remediation with reasonable diligence and within time frames established by the LRA. The LRA and Provider affected agree to make good faith efforts to meet and confer in order to seek informal resolution within the 30 days cure period. If informal resolution is not successful and the default continues after the 30 day cure period, or such later period established by the LRA, the LRA shall have the right to terminate this Agreement and all rights of a Provider hereunder by giving written notice of such termination in the manner specified in Section 4.3.

4.2 Indemnity. The LRA shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by a Provider, its staff, or clientele. Each Provider agrees to defend, hold harmless, and indemnify the LRA from and against any and all claims, demands, penalties or liabilities (including attorney fees) arising out of or resulting from Provider's willful or negligent acts. This indemnity is not intended to limit any indemnity in any lease contemplated herein.

No Provider shall be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by LRA staff, or their agents. The LRA agrees to defend, hold harmless, and indemnify each Provider from and against any and all claims, demands, penalties or liabilities (including attorney fees) arising out of or resulting from the LRA's willful or negligent acts.

4.3 Notice. Formal notices, demands, and communications between a Provider and the LRA shall not be deemed given unless sent by certified mail, return receipt requested, or private express delivery service with a delivery receipt, or personal delivery with a delivery receipt, to the principal office of either a Provider or the LRA as follows:

PROVIDER

Orange County Rescue Mission
Mr. Jim Palmer, Executive Dir
1901 E. Carnegie Ave., Ste 1-L
Santa Ana, CA 92705

PROVIDER

Orange Coast Interfaith Shelter
Ms. Joan B. Margol
635 Vista Bonita
Newport Beach, CA 92660

PROVIDER

The Salvation Army
Captain Lee Lescano
Orange County Coordinator
10200 Pioneer Road
Tustin, CA 92782

PROVIDER

Irvine Temporary Housing
Margie Wakeham
6427 Oak Canyon
Irvine, CA 92620

PROVIDER

Human Options, Inc.
(DOVE Housing)
Cynthia Campbell
4199 Campus Drive, #360
Irvine, CA 92715

LRA

CITY OF TUSTIN
300 Centennial Way
Tustin, CA 92780
Attention: Christine A. Shingleton,
Assistant City Manager

CITY OF TUSTIN
300 Centennial Way
Tustin, CA 92780
Attention: Dana Ogdon

Such written notices, demands, and communications may be sent in the same manner to such other addresses as the affected Provider may from time to time designate as provided in this Section. Receipt shall be deemed to have occurred on the date marked on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

4.4 Assignment. Without written consent of the LRA, this Agreement is not assignable by a Provider, either in whole or in part. The LRA may, in its reasonable discretion, assign this Agreement to another public entity provided that such entity assumes and agrees to perform LRA's obligations hereunder.

4.5 Title of Parts and Sections. Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the Agreement's provisions.

4.6 Applicable Law. This Agreement shall be interpreted under and pursuant to the laws of the State of California.

4.7 Severability. If any provision of this Agreement is held in a final order or judgement by a court of competent jurisdiction to be invalid, then the remaining provisions shall continue in full force unless the rights and obligations of the affected Provider or the LRA have been materially altered by such holding of invalidity.

4.8 Attorney Fees. If any legal action is commenced to interpret or to enforce the terms of this Agreement or to collect damages as a result of any breach of this Agreement, then the Party prevailing in any such action shall be entitled to recover against the Party not prevailing all reasonable attorneys' fees and costs incurred in such action.

4.9 Entire Understanding of the Parties. This Agreement along with any subsequent executed Lease or deed conveyance constitutes the entire understanding and agreement of the Parties with respect to implementation of the portions of the Reuse Plan related to the homeless facilities and transitional housing and related support service and facilities.

4.10 Multiple Originals: Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

4.11 Amendment. This Agreement is not subject to modification or amendment except by writing, executed by the Parties. The Parties agree to timely execute a modification or amendment to this Agreement if environmental reviews do not permit it to be implemented as written, or if changes are required by the federal government or are necessary to comply

with the Redevelopment Act, or any federal action or regulations governing closure of MCAS-Tustin.

4.12 Term. Unless terminated earlier in accordance with the terms as provided herein, this Agreement shall commence upon approval by the federal government and the LRA and shall automatically expire upon completion of all the obligations and duties set forth herein.

4.13 Several Not Joint Obligations. The obligations of each Provider under this Agreement and each of their respective Provider Leases or deed conveyances are several and not joint. Therefore, the performance or non-performance of any one Provider shall have no effect or consequence for any other Provider.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date and year first noted below:

ATTEST:

Valerie Crabill
Valerie Crabill Date 10-24-96
Chief Deputy City Clerk

CITY OF TUSTIN, LOCAL
REDEVELOPMENT AUTHORITY
FOR MCAS-TUSTIN

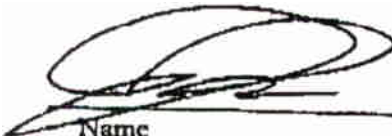
Christine Shingleton
Name
10-17-96
Date

APPROVED AS TO FORM:

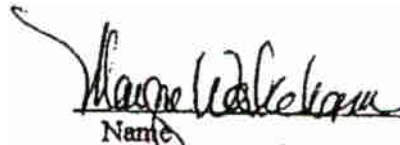
Lois E. Jeffrey 10/24/96
Lois E. Jeffrey Date
City Attorney

Providers

ORANGE COUNTY RESCUE MISSION
(HOMELESS SERVICES PROVIDER)


Name _____ Date 10-14-96
Executive Director/Manager
Title

IRVINE TEMPORARY HOUSING
(HOMELESS SERVICES PROVIDER)


Name _____ Date 10/14/96
Executive Director
Title

SALVATION ARMY
(HOMELESS SERVICES PROVIDER)


Name _____ Date 10/14/96

ORANGE COUNTY COORDINATOR
Title

ORANGE COAST INTERFAITH SHELTER
(HOMELESS SERVICES PROVIDER)

Joan B. Margol 10/14/96
Name Date

Vice-Pres. Board of Directors
Title

HUMAN OPTIONS
(HOMELESS SERVICES PROVIDER)

Vivian Clark 10-14-96
Name Date

Executive Director
Title

CAS:kvtmhmle-2rv.sgr

10-11-96

EXHIBIT A

Program Description and Premises Identified

EXHIBIT A

Orange County Rescue Mission

A proposal to rehabilitate two three-story barrack structures and construct a third multi-purpose structure on 6.1 acres of land near the southeast corner of Valencia and Red Hill Avenue for use in serving the emergency housing needs of single men and women. The program will provide 192 units and will promote the integration of counseling, education, job training and other techniques to ensure that the cycle of homeless is ended and that the participating individuals can once again become productive members of society. The facilities requested are located within an area of the Reuse Plan designated for emergency/transitional housing as generally shown on the map attached hereto and incorporated herein as Attachment I to Exhibit A ("Premises"). The project proposes the conversion of barracks buildings # 553 and 554 which will be used primarily for residential purposes and the construction of a new building to provide kitchen, dining, multipurpose, counseling, security and support office space. Program members are committed to a highly structured lifestyle at the facility in order to gain the critical job skills, counseling and education needed to reenter the community as an independent individual. Participants are provided these services at no charge for a period of approximately 18-24 months. As a transitional housing opportunity, participants are referred from other existing emergency shelters. The existing facilities must be renovated by the applicant to support the proposed use. The City of Tustin has secured preliminary approval of a federal Housing and Urban Development (HUD) grant for over \$1 Million to assist in the physical upgrades necessary at the site.

It is the LRA's intent to request direct transfer of the site and buildings from the Department of the Navy (DoN) to the LRA and then the LRA will lease to the Provider. The Provider will have all responsibilities for the maintenance and management conditions in the lease which will apply to the units.

Salvation Army

The Salvation Army would operate 24 existing family housing units as emergency/transitional housing for families in the Northeast Housing Area currently existing at MCAS Tustin in the area generally shown on the map attached and incorporated herein as Attachment I to Exhibit A. The housing is intended to support a program targeting families with an income for transitional housing for 6-18 months. Families will pay a rent, determined by a formula based on their income, similar to HUD approved programs. Adult participants would be required to obtain the job training and education and employment necessary to support their families. All units need to be rehabilitated (including exterior and interior improvements, provision of utility meters, etc.) whether or not assistance is provided by federal, state or private funding assistance and the program initiated between 6 months and 1 year of unit availability. Ongoing property maintenance would also be accomplished by the applicant. Off-site case managers would be utilized to monitor participant progress. A variety of support services would be offered including job training, education, counseling, household financial planning and others to assist the client toward stabilized employment and self sufficiency.

It is estimated that the proposal would accommodate approximately 50% of the unsheltered homeless identified in the Tustin and Irvine Communities. The proposal would provide emergency/transitional housing to homeless families filling an identified need "gap" in the continuum of care approach.

It is the LRA's intent to request an economic development conveyance of all existing housing and to work with a private developer to renovate the units and then to lease 24 renovated units to the Provider. In the event of an approved EDC application, the Provider will have all responsibilities for maintenance and management conditions in the transfer which will apply to the units. The LRA will retain the right to provide to the Provider an equal number of units elsewhere on the base or off-site if development plans require the use of the buildings. In the event, an EDC application is not approved on the existing housing for the LRA, the LRA will request direct transfer of a site from the DoN to the LRA and then the LRA will lease the 24 units to the Provider with the condition that they are responsible for renovation and all costs. The LRA will identify with agreement of the Provider the actual building locations and numbers for transfer by DoN to the LRA to benefit the Salvation Army.

Human Options (Dove Housing)

Human Options (Dove Housing) would operate six units to be accommodated in one 6-plex for emergency/transitional family housing in the northeast Housing area generally shown on the map attached and incorporated herein as Attachment I to Exhibit A. The proposed program would house families (women and children) who are victims of domestic violence. The requested units would be used to house graduates of Human Options existing 12 month transitional program. During their stay (not longer than 24 months), adult participants would be required to obtain the job training and education and employment necessary to support their families. Tenants pay 30% of their gross income as a requirement of tenancy. Off-site case managers would be utilized to monitor participant progress. All units need to be rehabilitated (including exterior and interior improvements, provision of utility meters, etc.) whether or not assistance is provided by federal, state or private funding assistance and the program initiated between 6 months and 1 year of unit availability. Ongoing property maintenance would also be accomplished by the applicant. Proposed supportive services to be offered include: Emergency shelter, food, budgeting, legal advocacy, social service, housing referrals, employment and vocational assistance, counseling, child care referrals, case management, crisis intervention, and domestic violence education.

The proposal to serve homeless families would fill a homeless need "gap" in the continuum of care approach identified by the community. The proposed program would promote coordination with support service providers, school districts, etc., and encourages linkages with job training, employment and education opportunities provided within the proposed reuse plan and community at large.

It is the LRA's intent to request an economic development conveyance of all existing housing and to work with a private developer to renovate the units and then to lease 6 renovated units to the Provider. In the event of an approved EDC application, the Provider will have all responsibilities for maintenance and management conditions in the transfer which will apply to the units. The LRA will retain the right to provide to the Provider an equal number of units elsewhere on the base or off-site if development plans require the use of the buildings. In the event, an EDC application is not approved on the existing housing for the LRA, the LRA will request direct transfer of a site from the

DoN to the LRA and then the LRA will lease the 6 units to the Provider with the condition that they are responsible for renovation and all costs. The LRA will identify with agreement of the Provider the actual building locations and numbers for transfer by DoN to the LRA to benefit Human Options.

Orange Coast Interfaith Shelter

Orange Coast Interfaith Shelter (OCIS) would operate six family units in one 6-plex of transitional housing located within the northeast Housing Area generally shown on the attached map incorporated herein as Attachment I to Exhibit A. Off-site case managers would be utilized to monitor participant progress. The proposal would provide long term shelter (12 to 24 months) to previously homeless families with children. All units need to be rehabilitated (including exterior and interior improvements, provision of utility meters, etc.) whether or not assistance is provided by federal, state or private funding assistance and the program initiated between 6 months and 1 year of unit availability. Ongoing property maintenance would also be accomplished by the applicant. Support services would include child care, job training, education, job placement, and counseling to assist participants in becoming self sufficient.

The provision of transitional housing to homeless families would fill an identified need gap in the community's continuum of care approach as identified within its HUD approved Consolidated Plan. Also, the program envisions linkages with education, job training, employment and other services intended to break the cycle of homelessness and poverty.

It is the LRA's intent to request an economic development conveyance of all existing housing and to work with a private developer to renovate the units and then to lease 6 renovated units to the Provider. In the event of an approved EDC application, the Provider will have all responsibilities for maintenance and management conditions in the transfer which will apply to the units. The LRA will retain the right to provide to the Provider an equal number of units elsewhere on the base or off-site if development plans require the use of the buildings. In the event, an EDC application is not approved on the existing housing for the LRA, the LRA will request direct transfer of a site from the DoN to the LRA and then the LRA will lease the 6 units to the Provider with the condition that they are responsible for renovation and all costs. The LRA will identify with agreement of the Provider the actual building locations and numbers for transfer by DoN to the LRA to benefit Orange Coast Interfaith Shelter.

Irvine Temporary Housing

Irvine Temporary Housing (ITH) would operate 14 units to be located in one 6-plex, and two 4-plexes. Units are to be dispersed in the Southeast Housing Area at MCAS Tustin (City of Irvine) generally shown on the attached map incorporated herein as Attachment I to Exhibit A. Although not currently anticipated to be linked to service opportunities proposed for MCAS Tustin, ITH's program does provide educational, housing and vocational training opportunities to clients to ensure that the cycle of homelessness can be permanently ended and participants provided the tools to once again become contributing members of the community. ITH's program would meet the emergency and transitional housing needs of families with children who are homeless due to a short or temporary financial incapacity due to personal, economic or medical crisis. In order for these families to recover from these crisis, time is sometimes needed in order for the family's bread winners to retrain, reeducate

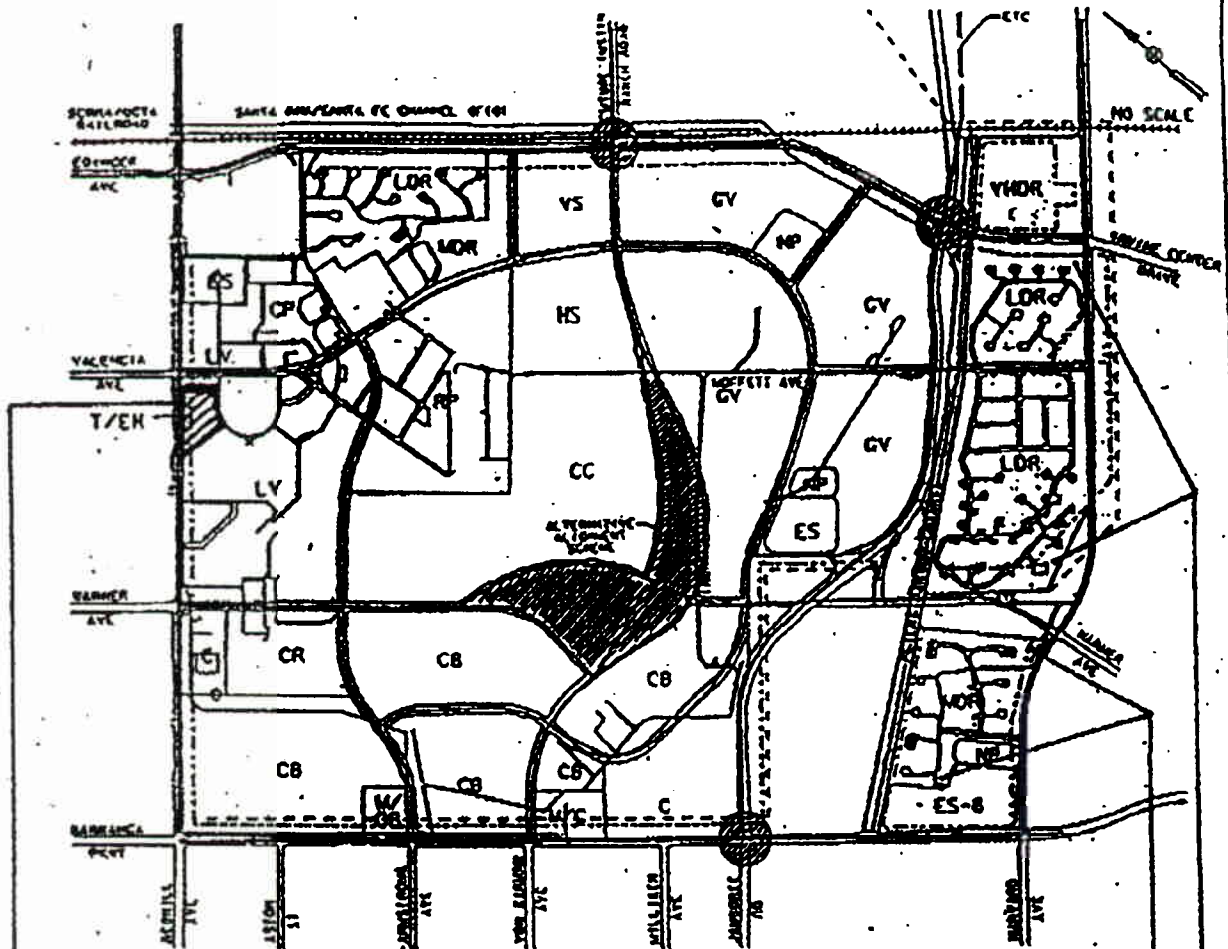
and reenter the workforce. Off-site case managers would be utilized to monitor participant progress. All units need to be rehabilitated (including exterior and interior improvements, provision of utility meters, etc.) whether or not assistance is provided by federal, state or private funding assistance and the program initiated between 6 months and 1 year of unit availability. Ongoing property maintenance would also be accomplished by the applicant. Supportive services offered to participants include counseling, job training/education, parenting classes, child care, transportation, medical services, household and money management.

The proposal would fill a need "gap" identified by the City of Irvine's Consolidated Plan, assisting that community in their continuum of care approach.

It is the LRA's intent to request an economic development conveyance of all existing housing and to work with a private developer to renovate the units and then to lease 14 renovated units to the Provider. In the event of an approved EDC application, the Provider will have all responsibilities for maintenance and management conditions in the transfer which will apply to the units. The LRA will retain the right to provide to the Provider an equal number of units elsewhere on the base or off-site if development plans require the use of the buildings. In the event, an EDC application is not approved on the existing housing for the LRA, the LRA will request direct transfer of a site from the DoN to the LRA and then the LRA will lease the 14 units to the Provider with the condition that they are responsible for renovation and all costs. The LRA will identify with agreement of the Provider the actual building locations and numbers for transfer by DoN to the LRA to benefit Irvine Temporary Housing.

DO:mcs/vaults-eda.rv

MCAS TUSTIN RE-USE SPECIFIC PLAN



Orange County
Rescue Mission
site

General Neighborhood
Locations for Salvation
Army, Dove Housing and
Interfaith Shelter

General Neighborhood
Location for Irvine
Temporary Housing



U.S. DE

MENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410-7000

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OFFICE OF THE ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

MAR 24 1998

MAR 30 1998

Christine A. Shingleton
Assistant City Manager
City of Tustin,
Local Redevelopment Authority for MCAS-Tustin
300 Centennial Way
Tustin, CA 92680

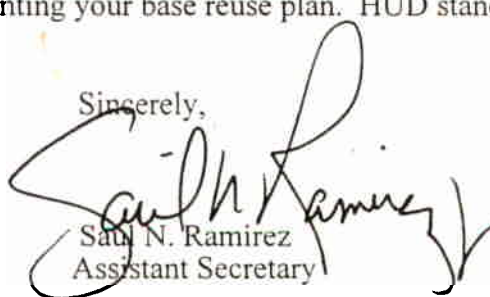
Dear Ms. Shingleton:

I am pleased to inform you that the Department of Housing and Urban Development (HUD) has approved your base reuse plan for the Marine Corps Air Station Tustin under the Base Closure Community Redevelopment and Homeless Assistance Act of 1994. This means that you can now move forward with implementing your plan.

Specifically, we have determined that the plan meets the requirements under the Act regarding outreach to homeless assistance providers and balancing the economic redevelopment, other development, and homeless needs of your community. We are pleased that the City and the homeless providers agreed on a mutually acceptable arrangement that is reflected in the enclosed legally binding agreement with five providers.

Congratulations on your success in balancing the diverse needs of your community. I wish you continued success in implementing your base reuse plan. HUD stands ready to assist you in your revitalization efforts.

Sincerely,


Saul N. Ramirez
Assistant Secretary

Enclosure

c: David Larson, Program Manager, Office of Economic Adjustment
Jim Ritchie, Base Transition Coordinator
Jim Palmer, Orange County Rescue Mission
Margie Wakeham, Irvine Temporary Housing
Gary Granville, Salvation Army
Joan B. Margol, Orange County Interfaith Shelter
Vivian Clecak, Human Options
Mary Teemley, HUD's Office of Community
Planning and Development, Los Angeles